SUPREME COURT OF THE UNITED STATES.

No. ~~165.~~ 87. 41. 23. 22. ~~24. 20~~

WALTER G. ROBINSON, PL'FF IN ER.,

vs.

LEWIS ALDRIDGE.

IN ERROR TO THE DISTRICT COURT U. S. FOR THE NORTHERN DISTRICT OF MISSISSIPPI.

G. S. GIDEON, Printer, 511 Ninth street, Washington, D. C.

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Gideon, print.

Exemplification.

WALTER G. ROBINSON
vs.
LEWIS ALDRIDGE & RALPH COFFMAN.

Pleas had at a district court of the United States for the northern district of Mississippi, begun and held at the town of Pontotoc, in and for said district, on the first Monday of June, A. D. 1859.

Present, the Honorable Samuel J. Gholson, judge of said court.

Be it remembered that on the 9th day of November, 1857, Walter G. Robinson sued out of the office of the clerk of the district court of the United States for the northern district of Mississippi his certain summons, in the words and figures following, to wit:

Original Writ.

UNITED STATES OF AMERICA,
Northern District of Mississippi, ss.

The President of the United States to the Marshal of the Northern district of Mississippi, greeting:

We command you, without delay, to summon Lewis Aldridge and Ralph Coffman, who are citizens of the northern district of the State of Mississippi, and who, with one John H. McRae, (a non-resident of the said northern district of the State of Mississippi, and therefore not sued in this action,) were late merchants and partners, trading under the firm and style of McRae, Aldridge & Coffman, that they be and appear before the district court of the United States to be held in the town of Pontotoc, in and for the northern district of Mississippi, on the first Monday of December next, to answer to Walter G. Robinson, who is a citizen of the State of Louisiana, of a plea of trespass on the case upon promises, to the damage of said plaintiff seven thousand dollars; and that they do file their plea or defence with the clerk of said court on or before the meeting of the same, or judgment will be given against them by default. And have then there this writ.

Witness the Honorable Samuel J. Gholson, judge of the district court of the United States for the northern district of Mississippi, at Pontotoc, the first Monday of June, A. D. 1857, and 81st year of the independence of the United States. Issued the 9th day of November, 1857.

R. W. EDMONDSON, *Clerk.*

Endorsement of Writ.

Upon which said summons is the following endorsement of the cause of action, in the words and figures following, to wit:

This is an action of assumpsit, founded on the promissory note of McRae, Aldridge & Coffman, payable to plaintiff, dated New Orleans, March 15th, 1855, and due on 15th day of April, 1857, for the sum of three thousand and seventy-eight $\frac{03}{100}$ dollars. The amount of said promissory note and interest is the sum actually demanded. Judgment will be required at the return term of this writ. Declaration filed at issuance of writ.

N. C. & J. A. SNIDER,
Att'ys for Pl'ff.

Marshal's Return.

Upon which said summons the marshal made the following return, to wit:

Came to hand Nov. 9th, 1857; executed Nov. 9th, 1857.

W. H. H. TISON,
U. S. Marshal Northern Dist. of Mississippi.

Declaration.

And afterwards, to wit, on the 9th day of November, 1857, plaintiff filed his declaration, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Northern District of Mississippi.

United States District Court for the Northern district of the State of Mississippi—to December Term, A. D. 1857.

Walter G. Robinson, who is a citizen of the State of Louisiana, by attorney complains of Lewis Aldridge and Ralph Coffman, who are citizens of the northern district of the State of Mississippi aforesaid, and who, with one John H. McRae, (a non-resident of said northern district of the State of Mississippi, and therefore not sued in this action,) were late merchants and partners, trading under the firm and style of McRae, Aldridge and Coffman, in custody, &c., of a plea of trespass on the case upon promises: for that whereas the said defendants, together with the said John H. McRae, by their partnership name aforesaid, heretofore, to wit, on the fifteenth day of March, in the year of our Lord eighteen hundred and fifty-five, (written March 15th, 1855,) at New Orleans, to wit, in the northern district of the State of Mississippi aforesaid, made their certain promissory note in writing, and thereby then and there promised, on the fifteenth day of April, eighteen hundred and fifty-seven, (1857,) to pay to the order of said plaintiff three thousand and seventy-eight dollars and three cents, (written $\frac{03}{100}$ dollars,) for value received, and then and there delivered said note to said plaintiff. And whereas, also, the said defendants, on the eighteenth day of April, A. D. 1857, at, to wit, the northern district of the State of Mississippi aforesaid, were indebted to the said

plaintiff in the sum of four thousand dollars, for money found to be due from said defendants to said plaintiff on an account then and there stated between them; and being so indebted, the said defendants, in consideration thereof, then and there undertook and promised to pay to said plaintiff the said sum of money last mentioned, on request. Nevertheless, the said defendants, and the said John H. McRae, although often requested, have not as yet paid the said several sums of money, or either of them, or any part thereof, to the said plaintiff, but to pay the same have hitherto wholly neglected and refused, and still do neglect and refuse, to the damage of said plaintiff of seven thousand dollars; and therefore he sues, &c.

N. C. & J. A. SNIDER,
Atty's for Pl'ff.

Defendants' Plea.

The defendants filed their plea at December term, 1857, to plaintiff's declaration, in the words and figures following, to wit:

District Court of United States of America for Northern district of Mississippi, at Pontotoc—December Term, A. D. 1857.

WALTER G. ROBINSON
vs.
LEWIS ALDRIDGE AND RALPH COFFMAN.

And the said defendant, Lewis Aldridge, by attorney, comes and defends the wrong and injury, when, &c., and says he did not undertake and promise in manner and form as plaintiff hath above complained of him, and of this he puts himself upon the country.

ALDRIDGE & GEORGE,
Att'ys for L. Aldridge.

And the said defendant, Lewis Aldridge, by attorneys, come and defend the wrong and injury, when, &c., and for plea, after leave of the court first had and obtained, says he was a member of the firm of McRae, Aldridge & Coffman, composed of John H. McRae, Lewis Aldridge and Ralph Coffman; and that the note in plaintiff's declaration mentioned was made by John H. McRae, in the name of McRae, Aldridge & Coffman, which said note was made not for any purpose within the scope and object of the partnership, but for the purpose of paying the private debt of McRae, Coffman & Co., without the knowledge or consent of Lewis Aldridge; which said note said John H. McRae delivered to the plaintiff, and plaintiff received it with a knowledge of these facts, and this he is ready to verify.

ALDRIDGE & GEORGE,
Att'ys for L. Aldridge.

And the said defendant, Lewis Aldridge, by attorney, for a

further plea in this behalf, after leave of the court just had and obtained, comes and defends the wrong and injury, when, &c., and says, actio non, because he says he did not undertake and promise in manner and form as said plaintiff hath above thereof complained against him; and he further says that the making of said note in the declaration mentioned is not the act or deed of the commercial firm of McRae, Aldridge & Coffman, nor was the making or signing of said note the act of this defendant; and further, that the making and signing of said note in said declaration mentioned is not his act, or the said commercial firm of McRae, Aldridge & Coffman, and of this he puts himself upon the country.

ALDRIDGE & GEORGE,
For L. Aldridge.

Defendant's Affidavit.

In the District Court of United States of America for the Northern district of Mississippi, at Pontotoc.

Personally appeared in open court before me, R. W. Edmondson, clerk, Lewis Aldridge, who being duly and legally sworn, on oath says, that the pleas above pleaded are true, to the best of his knowledge and belief.

June 9th, 1858.

LEWIS ALDRIDGE.

R. W. EDMONDSON, *Clerk.*

It is agreed, any defence in law may be given in or made under the above pleas, as though the same had been properly and specially pleaded and sworn.

At the December term, A. D. 1857, this cause was continued by operation of law; and afterwards, on the 10th day of June, 1858, it being a day of the June term of said court, the following proceedings were had, to wit:

Order of Court at June Term, 1858.

WALTER G. ROBINSON
vs. } 1,813.
LEWIS ALDRIDGE et al.

Thursday, June 10th, 1858. Cause continued on affidavit of defendant, and leave by the court granted to retake the depositions on notice to adverse party, or their attorneys.

And afterwards, to wit, on the 10th day of January, (special term,) 1859, it being a day of the January term of said court, the following proceedings were had, to wit:

Order of Court, at January Special Term, 1859.

WALTER G. ROBINSON
vs. } 1,813.
LEWIS ALDRIDGE et al.

Monday, January 10th, A. D. 1859, came the parties, by attorneys, and continued this cause by consent.

Afterwards, to wit, on the 7th day of June, 1859, it being a day of the June term of said court, this cause came on to be heard, and before the jury retired to consider of their verdict, the plaintiff tendered his bill of exceptions to the ruling of the court in said cause, which was signed and sealed by the court and ordered to be made a part of the record, and is in words and figures following, to wit:

Plaintiff's Bill of Exceptions.

United States District Court for the Northern district of Mississippi—June Term, A. D. 1859.

WALTER G. ROBINSON, Pl'ff,
vs.
LEWIS ALDRIDGE and RALPH COFFMAN, Def'ts.

Be it remembered, that on the 6th day of June, A. D. 1859, the same being the first day of said term of said court, came on to be heard the above entitled cause, and a jury of good and lawful men having been duly empanelled and sworn, the plaintiff introduced the following testimony, viz:

1st. Having proved that the signature to the note sued on in said was in the handwriting of J. H. McRae, one of the firm of McRae, Aldridge & Coffman, said note was read to the jury; which note is in the words and figures as follows, viz:

Note.

$3,078 03. NEW ORLEANS, *March 15th*, 1855.

On the fifteenth day of April, eighteen hundred and fifty-seven (1857), we promise to pay to Walter G. Robinson, or order, three thousand and seventy-eight $\frac{03}{100}$ dollars, for value received.

McRAE, ALDRIDGE & COFFMAN.

Little's Deposition.

2d. The deposition of W. H. Little, which was in the words and figures as follows, viz:

U. S. Dist. Court, Northern dist. of Mississippi.

WALTER G. ROBINSON
vs.
McRAE, ADRIDGE & COFFMAN.

SOUTHERN DIST. OF NEW YORK,
City and County of New York, ss.

John B. Dash, of the city of New York, being duly sworn, says, on information and belief, that William H. Little is a witness ma-

terial and necessary to the plaintiff in this suit; that said Little resides in the city of Brooklyn and State of New York, and that neither of the defendants, nor their attorney, is now withine one hundred miles of the city of New York.

JOHN B. DASH.

Subscribed and sworn this nineteenth day of November, 1858, before me.

GEO. W. MORELL,
U. S. Com'is'er for the Dist. of New York.

United States of America.

SOUTHERN DISTRICT OF NEW YORK,
City, County, and State of New York, ss.

Be it remembered, that on this nineteenth day of November, in the year of our Lord one thousand eight hundred and fifty-eight, I, George W. Morell, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the State of New York, and in the second circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,' passed March 1st, 1817," and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me at his office, No. 43 Broad street, in the city of New York, in the district and State aforesaid, William H. Little, to testify and the truth to say, on the part and behalf of the plaintiff, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Mississippi, wherein Walter G. Robinson is plaintiff, and McRae, Aldridge, and Coffman are defendants; and the said William H. Little being about the age of forty-two years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the suit or matter aforesaid, was by me carefully examined, and thereupon deposed, testified, and said as follows, viz: My name is William H. Little; I reside in the city of Brooklyn and State of New York; I am a merchant, doing business in the city of New York; I am forty-two years of age; I do not know the plaintiff in this suit; I am acquainted with all the defendants; I have known the defendants since 1850; I was a member of the firm of McRae, Coffman & Co.; I was a member of that firm for about four years, to the best of my recollection; they failed in 1854, I think; I was a member of the firm about

four years prior to that time; at the time the house failed I was in the city of New York, and went out to New Orleans to look after them; I then made out a statement of their affairs for my own satisfaction; the statement I made was made from their books soon after they failed; I think they failed in December, 1854, and in January, 1855, I made up the statement; I think the amount of their assets was six hundred and sixty thousand dollars—that is, their nominal assets, as their books showed them; there were a good many of their assets transferred to their successors, McCrae, Aldridge & Coffman—the best part of the assets; those that were considered really good were transferred to McCrae, Aldridge & Coffman; I do not remember the amount that was transferred; Mr. McCrae was the head man in New Orleans, and had charge of the house there, and the transfer was made by his orders; it was made in December, 1854, or early in January, 1855; the assets transferred were the best there was, and consisted of book accounts, bills, bills receivable, bank stock, and money; that is all I remember; I think all that were transferred were good, but I do not remember the amount; I think the amount transferred was but a small proportion of the whole amount of their assets; I estimated that the whole amount of their assets was worth from two hundred and fifty to three hundred thousand dollars; their whole assets consisted of book accounts, bills receivable, bank stock, money, lands in Texas, Louisiana, and Mississippi, negroes, &c., steam-vessel of some kind.

W. H. LITTLE.

Sworn and subscribed this nineteenth day of November, 1858, before me.

GEO. W. MORELL,
U. S. Com'r South'n Dist. of New York.

United States of America.

SOUTHERN DISTRICT OF NEW YORK,
City, County, and State of New York, ss.

I, George W. Morell, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,' passed March 1st, 1817," and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, do hereby certify that the reason for taking the foregoing deposition is, and the fact is,

the said witness is material and necessary in the cause in the caption of the said deposition named, and that he lives at a greater distance from the place of trial than one hundred miles, to wit, in the city of Brooklyn, and State of New York.

I further certify, that on the nineteenth day of November, in the year of our Lord one thousand eight hundred and fifty-eight, *and* the said witness attended before me, at his office aforesaid, and the said witness being of sound mind and lawful age, and having been by me first carefully examined and cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, the said deposition was by me reduced to writing in presence of said witness, and from his statements, and having been by me carefully read to the said witness, was subscribed by the said witness in my presence; that I have retained the said deposition in my possession for the purpose of sealing up, directing, and mailing the same with my own hand to the clerk of the court for which the same was taken.

And I further certify, that I am neither of counsel nor attorney for either of the parties in said deposition and caption named, nor in any way interested in the event of the cause named in the said caption.

In testimony whereof, I have hereunto subscribed my name and affixed my seal, this nineteenth day of November, in the year of our Lord one thousand eight hundred and fifty-eight, and of the independence of the United States the eighty-third.

GEO. W. MORELL,
United States Commissioner, duly affirmed by the Circuit Court of the United States, for the Southern district of New York, in the second circuit.

Comm's fees, $8 69.

UNITED STATES OF AMERICA,
Southern District of New York, ss.

I, Kenneth G. White, clerk of the circuit court of the United States of America, for the southern district of New York, second circuit, do hereby certify that I am well acquainted with the handwriting of George W. Morell, whose name is subscribed to the preceding deposition and certificate, and that the signature to the same is his proper handwriting; and I do further certify that he was at the time of signing the same a commissioner duly appointed by the circuit court of the United States of America, for the southern district of New York, second circuit.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said circuit court, this twentieth day of November, in the year of our Lord one thousand eight hundred and fifty-eight, and of the indepeadence of these United States the eighty-third.

KENNETH G. WHITE, *Clerk.*

Assignment.

3d. The deed of assignment made by J. H. McRae and R. Coffman to F. M. Aldridge and H. Talbert, in words and figures as follows, viz:

Assignment.

McRae, Coffman & Co. to Hillary Talbert and F. M. Aldridge.
Filed for record, April 2d, 1856.
Recorded April 15th, 1856.

THOS. WARD, *Clerk.*

This indenture, made *made* and entered into the twenty-seventh day of March, A. D. 1856, between John H. McRae and Ralph Coffman, who are the acting partners of the late firm of McRae, Coffman & Co., of the first part, of the county of Yalobusha, and State of Mississippi, and Hillary Talbert and F. M. Aldridge, of the county and State aforesaid, of the second part: Whereas the said firm is justly indebted in sundry, divers, and considerable sums of money, and are unable punctually to pay the same, and are desirous of making a fair, just, and equitable distribution of their effects and property among those to whom they are legally indebted, and those who are legally indebted for them now due, or may hereafter become due, for and on account of them:

Now, this indenture witnesseth, that the said parties of the first part, in consideration of the premises and the sum of ten dollars to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred, set over, conveyed, and assigned, and by the presents do grant, bargain, sell, transfer, set over, convey, and assign unto the said Hillary Talbert and F. M. Aldridge, of the second part, his heirs and assigns forever, all lands, tenements, and hereditaments owned by said parties of the first part, wherever they may be situated, and all goods, wares, merchandise, chattels, notes, bills, *binds*, judgments, stocks, accounts, and books, or other evidences of debts of whatever character, and all securities and vouchers for and effecting the payment of money, and all money on hand, all of which will more fully appear by schedule A, made a part hereof: to have and to hold the same, and every part and parcel thereof, with all appurtenances thereunto belonging, his heirs and assigns, executors or administrators, in trust, nevertheless, for the following uses and purposes, to wit: the said parties of the second part to take possession of lands, tenements, and hereditaments, property and effects of every character hereby assigned, and sell and dispose of *of* the *the* same upon such terms and conditions as to him may appear best and most conducive to the interest of parties to be benefited by this trust or assignment, and convert the same into cash as soon as possible, and collect all and singular of the said notes, accounts, *lands*, judg-

ments, or other evidences of debts or conveyances, receipts, acquitances, or other instruments of writing necessary and proper for the purposes aforesaid, and with the proceeds of sales and collections to pay or cause to be paid: first, all reasonable and necessary expenses, cost or commission in making and executing this assignment, and convey into effect the objects of the same; second, to pay any and all legal liabilities that may exist against Lewis Aldridge, created or made by the acceptance of bills of exchange, or otherwise, by John H. McRae or Ralph Coffman, both or either of them, in the name of McRae, Aldridge & Coffman, to pay, settle, compromise or arrange the indebtedness of McRae, Coffman & Co., the object and intent being to save harmless the said Lewis Aldridge, on account of his name, in any way in settling and arranging the indebtedness of McRae, Coffman & Co., a list of which claims are *places* as schedule B, and made a part hereof, as a more full specification of the claims he is to be protected against fully and completely; third, to pay all legal liabilities that may exist against any person or persons for and on account of bills drawn by them for the accommodation of McRae, Coffman & Co., or McRae, Aldridge & Coffman, to the extent the bills may be accommodation, which are hereby annexed, and made a part hereof, as schedule C, and also a debt due Samuel R. Garner & Co.; and should avails be insufficient to pay all the debts, then that which is realized to be *prorated* among them in proportion to the respective amounts; fourth, to pay all legal liabilities of the copartnership of McRae, Coffman & Co., of whatever character, whenever they may be found, and if the proceeds are insufficient to pay all, the same shall be applied pro *rato* to the payment of such debts in proportion to their respective amounts due; fifth, to pay all the private debts of either of the parties of the first part, and if assets are insufficient to pay to those holding them pro *rato*, according to their respective amounts; lastly, to return any surplus of the proceeds and avails, if any there should be, to the parties of the first part. And for the better execution of these pursuits, the said parties of the first part do hereby nominate, constitute, and appoint the said party of the second part, Hillary Talbert and F. M. Aldridge, them and each of them, their true and lawful *agent* and attorney, irrevocable, with full power to do and transact any and all acts, matters, and things necessary in the premises, as fully and completely as they could do and perform the same, or either of them, were these presents not executed with full power to adjust compromise, or in any way arrange for the interest of the parties to be protected by the assignment, and with full power to appoint substitutes and agents, and employ counsel to assist in performing and executing their assignment, ratifying all such acts; and the party of the second part covenants with the parties of the first part, and those to be benefited by this trust, faithfully to execute and perform the same.

Given under our hands and seals this the day and year above written.

McRAE, COFFMAN & CO., [SEAL.]
R. COFFMAN, [SEAL.]
JNO. H. McRAE, [SEAL.]
F. M. ALDRIDGE, [SEAL.]
HILLARY TALBERT. [SEAL.]

THE STATE OF MISSISSIPPI,
Yalabush County.

This day personally appeared before me, an acting justice of the peace in and for the county and State aforesaid, John H. McRae, Ralph Coffman, Hillary Talbert, and F. M. Aldridge, who each acknowledged that they signed, sealed, and delivered the foregoing instrument of writing, and the schedules as a part thereof, as their own act and deed, with the interlineations therein, all places, of the name of F. M. Aldridge, as co-trustee with Hillary Talbert, and the interlineation in the 8th line on the third page, and 7th of bottom on 1st page, all of which they acknowledge was done on the day and date therein named.

Given under my hand and seal this the 29th day of March, A. D. 1856.

J. C. GRAY, [SEAL.]
J. P., and ex-officio Notary Public.

SCHEDULE "B."

Acceptances given by McRae, Aldridge & Coffman, pr. account McRae, Coffman & Co.

Names of drawers.	In whose favor, and endorser.	To whom given.	Maturity.	Amount.
Sherman & Judson.	Smith & Shotwell.	Commercial Bank, Horrollburg, Ky.	March 4, '56	2,732 58
J. W. Thompson...	Self, Smith & S....	J. H. Malford & Co.....	8, "	1,372 77
Josiah Metcalf.....	Do.	Do.	13, "	2,733 89
R. Coffman.....	Self, removal of account favor.	G. W. Noice for $1,000.....	14, "	1,093 18
M. Conly.....	Self, Jno. A. Williamson & Co.	Draft on McRea, Coffman & Co. $2,234 36.	18, "	2,435 06
J. W. Thompson...	Self.....	Smith & Shotwell.....	18, "	2,803 58
H. Talbert.....	"	Smith & Shotwell.....	18, "	2,803 58
M. Conly.....	"	J. H. Malford & Co.....	23, "	2,757 23
J. G. Hall.....	Self, in removal of accept.	J. G. Hall, d'ft $5,000 in part...	Ap'l 8, "	1,638 36
J. W. Thompson...	Self, endorsed Smith & Shotwell.	J. H. Malford & Co.....	8, "	1,381 11
Our note.....	W. G. Robinson...	Walter G. Robinson, N. Orleans.	18, "	2,726 74
H. Talbert.....	J. G. Hall.....	Canal Bank.....	18, "	2,803 58
J. W. Thompson...	J. N. Harper.....	Do.	18, "	2,803 58
J. N. Harper.....	Self, endorsed Smith & Shotwell.	J. H. Malford & Co.....	18, "	1,370 83
J. W. Thompson...	Self	Smith & Shotwell.....	18, "	2,803 58

John Spann.....	Self	Branch Farmers' B'k, Geo'town, Ky.		18, "	1,794 63
Sherman & Judson.	Smith & Shotwell.	Commercial Bank, Harrisburg...		18, "	3,995 03
J. N. Harper.....	Self	Savings Institute, Louisville, Ky.		18, "	1,090 35
R. S. Bowles.....	"	Marine Insurance Co., Louisville.		18, "	2,239 36
M. S. & H. H. Barksdale.	H. H. Barksdale...	Western Bank of Kentucky.....		18, "	4,238 09
J. N. Harper.....	Self	Smith & Shotwell.....		20, "	5,484 25
A. P. Dunaway.....	"	Do.		24, "	2,750 00
Our note.....	C. T. Leggitt.....	C. T. Leggitt, watches.....		27, "	378 32
R. W. McRae.....	Smith & Shotwell.	Northern Bank, Kentucky.....	May	16, "	1,654 84
J. W. Thompson...	Self	Branch Commercial, Versailles, Ky.		18, "	3,843 06
Sherman & Judson.	Smith & Shotwell.	Northern Bank, Ky.....		19, "	1,387 30
J. G. Hall.....	Self	Branch Bank, Greensburg, Ky...		18, "	1,432 60
Lewis Aldridge.....	"	J. H. Malford & Co., N. O.....	March	18, '57	1,475 55
A. P. Dunaway.....	"	Bank of Kentucky, Frankfort...		18, "	2,447 88
W. E. Holly.....	"	Bank Kent'y, Lexington.....		18, "	2,347 53
J. G. Hall.....	Self, balance of removal $3,000.	Smith & Shotwell.....	Ap'l	8, "	1,760 13
Our note.....	W. G. Robinson...	Walter G. Robinson, N. O.....		18, "	3,078 03
J. G. Hall.....	H. Talbert.....	Canal Bank, N. O.....		18, "	3,077 52
J. N. Harper.....	J. W. Thompson..	Do.		18, "	3,077 52
Do.	Self, endorser Smith & S.	J. H. Malford & Co.....		18, "	1,483 89
J. G. Hall.....	Self	Smith & Shotwell.....		18, "	3,077 52

SCHEDULE "B"—Continued.

Names of drawers.	In whose favor, and endorser.	To whom given.	Maturity.	Amount.
A. P. Dunaway.....	Self	Branch Farmers' B'k, Georgetown, Ky.	Ap'l 18, '57	1,794 63
John Spann.....	"	Commercial B'k, Harrisburg.....	18, "	3,995 03
J. N. Harper.....	"	Savings Institute, Louisville.....	18, "	1,090 35
M. Conly.....	"	Marine Insurance Co., Do.....	18, "	2,239 36
J. W. Thompson...	"	J. H. Malford & Co., N. O.....	23, "	2,974 44
J. N. Harper.....	"	Smith & Shotwell.....	24, "	2,950 00
H. Talbert.....	"	J. H. Malford & Co., N. O.....	M'ch 28, "	2,942 21
R. W. McRae.....	Smith & Shotwell.	Northern Bank, Ky.....	May 16, "	1,815 87
J. W. Thompson...	Self	Br. B'k Kent'y, Frankfort.....	18, "	1,432 60
J. N. Harper.....	Smith & Shotwell.	Branch Commercial, Versailles..	18, "	3,843 06
M. Conly.....	Self	Bank Kentucky, Frankfort.....	M'ch 18, '58	2,347 88
J. N. Harper.....	"	" Lexington.....	18, "	2,387 53
A. P. Dunaway.....	Self, endorser Smith & S.	J. H. Malford & Co., N. O.....	28, "	1,578 33
L. Aldridge.....	Self, endorser Smith & S.	Do.	Ap'l 13, "	3,151 11
J. N. Harper.....	Self	Br. Farmers' Bank, Georgetown.	18, "	1,794 63
H. Talbert.....	"	Commercial Bank, Harrisburg...	18, "	3,995 03
J. N. Harper.....	"	Savings Institute, Louisville.....	18, "	1,090 35
R. S. Bowles.....	"	Marine Insurance Co., Do.....	18, "	2,239 36
J. W. Thompson...	"	Smith & Shotwell.....	24, "	3,150 00

J. N. Harper.....	Self, endorser Smith & S.	J. H. Malford & Co.....		28,	"	1,586 67
J. W. Thompson...	Self	Do.	May	13,	"	3,185 56
J. Metcalf.....	"	Br. B'k Kent'y, Greensburg.....		18,	"	1,432 60
J. W. Thompson...	"	Br. Commercial B'k, Versailles..		18,	"	3,843 06
Do. ...	"	Br. Farmers' B'k, Georgetown...	Ap'l	18,	'59	1,794 63
J. N. Harper.....	"	Commercial B'k, Harrisburg.....		18,	"	3,995 03
J. N. Harper.....	"	Savings Institute, Louisville.....		18,	"	1,090 35
J. W. Thompson...	"	Marine Insurance Co., Louisville.		18,	"	2,239 36
J. N. Harper.....	"	Smith & Shotwell.....		24,	"	3,350 00
John Spann.....	Self, endorsed Smith & S.	J. H. Malford & Co.....	May	8,	"	1,689 44
M. Conly.....	Self, endorsed Smith & S.	Do.		13,	"	3,367 77
J. G. Hall	Self	Br. B'k K'y, Greensburg.....		18,	"	1,432 60
H. Talbert.....	"	Bank Kentucky, Versailles.....		18,	"	3,843 06
A. P. Dunaway.....	"	J. H. Mulford & Co.....		23,	"	3,391 11
John Spann.....	Self, endorsed Smith & S.	J. H. Mulford & Co.....	Ap'l	8,	"	1,681 39
						$170,887 45

SCHEDULE "B"—Continued.

Recapitulation.

Maturity in March, April, and May,			1856	$64,547 48
Do.	do.	do.	1857	46,763 12
Do.	do.	do.	1858	31,702 11
Do.	do.	do.	1859	27,874 74
				$170,887 45

McRAE, COFFMAN & CO.,
R. COFFMAN,
JNO. H. McRAE,
F. M. ALDRIDGE,
HILLARY TALBERT.

SCHEDULE "C."

Accommodation drawers accepted by McRae, Aldridge & Coffman & Co., for ac't of McRae, Coffman & Co.

Sherman & Judson,	due	March	4,	'56	. . .	$2,732	58
J. W. Thompson,	"	"	8,	"	. . .	1,372	77
Josiah Metcalf,	"	"	13,	"	. . .	2,733	89
R. Coffman,	"	"	14,	"	. . .	1,093	18
M. Conly,	"	"	18,	"	. . .	2,435	06
J. W. Thomson,	"	"	"	"	. . .	2,803	58
H. Talbert,	"	"	"	"	. . .	2,803	58
M. Conly,	"	"	23,	"	. . .	2,757	23
J. G. Hall,	"	April	8,	"	. . .	1,638	36
J. W. Thompson,	"	"	"	"	. . .	1,381	11
Our note to W. G. Robinson, (McR., A. & Co.,) for							
W. G. Robinson,		April	18,	'56	. . .	2,726	74
H. Talbert,	.	"	"	"	. . .	2,803	58
J. W. Thompson,	.	"	"	"	. . .	2,803	58
J. N. Harper,	.	"	"	"	. . .	1,370	83
J. W. Thompson,	.	"	"	"	. . .	2,803	58
John Spann,	.	"	"	"	. . .	1,794	63
Sherman & Judson,	.	"	"	"	. . .	3,995	03
J. N. Harper,	.	"	"	"	. . .	1,090	35
R. S. Bowles,	.	"	"	"	. . .	2,239	36
M. S. & H. H. Barksdale,		"	"	"	. . .	4,238	09
J. N. Harper,	.	"	20,	"	. . .	5,484	35
A. P. Dunaway,	.	"	24,	"	. . .	2,750	00
Our note (McR., A. & Co.) to C. T. Leggitt, April 27, '56,					. . .	378	32
R. W. M'Rae,		May	16th,	'56,	. . .	1,654	84
J. W. Thompson,		"	18,	"	. . .	3,843	06
Sherman & Judson,		"	19,	"	. . .	1,387	30
J. G. Hall,	.	.	"	18,	"	. . .	1,432	60
Lewis Aldridge,	March	18,	'57,		. . .	1,475	55
A. P. Dunaway,	due	March	18,	'57,	. . .	2,347	88
W. E. Holly,	"	"	"	"	. . .	2,307	53
J. G. Hall,	"	April	8,	'57,	. . .	1,760	03
Our note (McR., A. & Co.) for W. G. Robinson, due April 18, '57,					. . .	3,078	03
J. G. Hall,	due	April	18,	'57,	. . .	3,077	52
J. N. Harper,	"	"	"	"	. . .	3,077	52
Do.	"	"	"	"	. . .	1,483	89
J. G. Hall,	"	"	"	"	. . .	3,077	52
A. P. Dunaway,	"	"	"	"	. . .	1,794	63
John Spann,	"	"	"	"	. . .	3,995	03

J. N. Harper,	due April	18, '57	. . . .	1,090 35
M. Conly,	" "	" "	. . . .	2,239 36
J. W. Thompson,	" "	23, "	. . . .	2,974 44
J. N. Harper,	" "	24, "	. . . .	2,950 00
H. Talbert,	" March	28, "	. . . .	2,942 21
R. W. McRae,	" May	16, "	. . . .	1,815 87
J. W. Thompson,	" "	18, "	. . . .	1,432 60
J. N. Harper,	" "	" "	. . . .	3,843 06
M. Conly,	" "	18, '58,	. . . .	2,347 88
J. N. Harper,	" "	" "	. . . .	2,307 53
A. P. Dunaway,	" "	28, "	. . . .	1,578 33
L. Aldridge,	" April	13, "	. . . .	3,151 11
J. N. Harper,	" "	18, "	. . . .	1,794 63
H. Talbert,	" "	" "	. . . .	3,995 03
J. N. Harper,	" "	" "	. . . .	1,090 35
R. S. Bowles,	" "	" "	. . . .	2,239 36
J. W. Thompson,	" "	24, "	. . . .	3,150 00
J. N. Harper,	" "	28, "	. . . .	1,586 56
J. W. Thompson,	" May	13, "	. . . .	3,185 67
J. Metcalf,	" "	18, "	. . . .	1,432 60
J. W. Thompson,	" "	" "	. . . .	3,843 06
Do.	" April	18, '59,	. . . .	1,794 63
J. N. Harper,	" "	" "	. . . .	3,995 03
J. N. Harper,	" "	" "	. . . .	1,090 35
J. W. Thompson,	" "	" "	. . . .	2,239 36
J. N. Harper,	" "	24, "	. . . .	3,350 00
John Spann,	" May	8, "	. . . .	1,689 44
M. Conly,	" "	13, "	. . . .	3,367 77
J. G. Hall,	" "	18, "	. . . .	1,432 60
H. Talbert,	" "	" "	. . . .	3,843 06
A. P. Dunaway,	" "	23, "	. . . .	3,391 11
John Spann,	" April	8, "	. . . .	1,681 39

List of accommodation drawer accepted by McRae, Coffman & Co.:

Lewis Aldridge	4,115 50
R. S. Bowles	3,092 84
Do.	2,960 32
Do.	3,020 00
Do.	3,975 00
James N. Harper	4,420 00
Do.	3,370 00
Do.	2,186 43
Do.	4,426 00
James G. Hall	2,763 00
Y. McMath	3,855 00
H. Talbert	3,880 96

H. Talbert	3,465 85
J. W. Thompson	2,839 89

McRAE, COFFMAN & CO.
R. COFFMAN.
JNO. H. McRAE.
F. M. ALDRIDGE.
HILLARY TALBERT.

SCHEDULE "A."

O. F. Jackson	1,102 11
B. Williams, sr., about	1,400 00
E. P. Davis	173 11
J. A. Young	33 15
J. S. Hemphill	187 50
C. H. Whitmore	9 45
Jesse Burton	64 90
H. Rester	3 76
Sam'l D. Whitsett	80 72
D. M. Porter	23 34
H. Hudson	349 22
L. G. Bradford	331 79
William Thompson	82 45
A. G. Bentz	134 40
A. Palmer,	32 30
A. G. Penny	106 55
Allen & Bridgers	296 85
John Wilburn	66 30
E. Palmer	7 92
Asa *Yelomgston*	158 69
E. B. Owens	52 70
Geo. Dunkin	3 00
J. R. Lea	302 58
W. T. Hamon	103 17
Gideon White	51 28
W. G. Legg	119 79
W. H. Davidson	224 42
S. T. Lemay, about	200 00
D. C. Powers, about	475 00
T. F. D'Amrond	58 60
McConell & Bro.	1,691 31
W. T. Echols	900 00
S. B. Nunn	1,216 63
W. W. Martindall	128 00
Josiah Gates	150 00
Jacob Newberry	113 15
Ulysses Barner	231 85

David Rubitrisch	38 18
S. McCrackin	58 59
John Brisworth	64 20
A. Morrow	32 00
Henry Loggins	56 62
J. L. Chappman.	
R. J. Watkins	915 33
Thos. G. East	36 78
E. A. Sherbourne	118 73
James Weatherby & J. N. Harper	1,225 77
L. W. Ewrin	269 36
Clinton & Waters	106 01
J. W. Kendall	197 66
S. V. Cartledge	96 46
Mas. F. E. Willis, void.	
A. Speers	113 35
Conley & Powell	63 59
Est. S. McLaughlin.	
E. L. Acu	150 31
Wm. Wynn	10 75
Thos. Powell, 54, 76.	
P. A. Dulin	58 93
Egbert Martin.	
Ingram & Land	464 86
Wm. Avent	246 42
Allen & Boysworth	232 45
G. W. Eager	26 86
W. M. Stone	60 40
A. R. Quadmin	227 46
W. L. Stewart	81 03
Stock acc. St. Charles Hotel	100 00
Mrs. Sarah Sims	116 82
A. Dus	32 50
J. H. Mitchell	218 43
David M. Beck	57 67
T. J. Greer	806 44
T. B. Alton	5 66
J. Simmons & Bro.	906 37
E. R. Powell (M. Conly)	17 70
J. E. Nelson	45 20
Thos. G. Hudspeth	320 10
John Gibbs	5 00
Charles Turner	404 04
Thos. Carby	943 46
Parks & Maddox	234 96
C. T. & E. Scurlock, judg't	350 00
Robert Perry	84 06

L. C. Lee	75 38
Est. of S. D. Roberts	307 85
Oliver Bennett	95 94
J. D. Williams	21 92
J. F. Yates.	
John McManny	98 96
Abram Stevens	81 31
C. H. Alexander	487 24
A. E. McMath	168 70
C. M. Cornish	113 00
W. M. Pollun and others	286 70
Mrs. N. L. Thompson	35 48
W. C. Duncan & Co.	202 91
Egbert & Co.	10 55
J. Wade	8 50
Thomas Peete	174 83
L. French	15 80
B. F. Holcombe	162 94
G. W. Williams	43 27
J. T. Colbert	71 55
Harris & D'Armond	147 10
Bradford & Co.	10,626 62
E. W. Dullen	2,913 94
C. C. McRae & Co.	
H. Talbert	4,471 13
E. P. Thomas	1,671 53
S. B. Bride	308 62
J. T. Donrell	9 40
John R. Gray	107 41
Dan'l Moore	67 75
James Rouch	185 23
L. Banmore	261 85
W. D. Crook	3 59
W. B. Malone & Co.	44 39
A. Carelton	20 00
James N. Harper	5,420 68
G. W. & M. Conly	867 00
J. A. Williamson	859 99
Z. M. McMath	110 22
J. R. M. Duberry	622 55
J. W. & F. H. Thompson	3,255 07
S. H. Corles.	
John Spann	847 23
James Weatherly	3,027 72
J. W. Thompson	1,182 23
Milton & Nason	772 34
J. F. Baskin	10 25

A. E. Brady	1,296 80
E. Crayton	100 00
John P. Carney	260 30
B. F. Gullwood	21 80
R. G. Harrison	313 98
Lewis Aldridge	1,482 25
Dan'l McLeod	290 88
Morgan McAffee, judg't in Holmes co.	668 00
Fermill & McSwine.	
Reddit & Co.	652 29
Henry Allen, jr., offset ($2,341 22).	
A. P. Dunaway.	
Harshfield, Rosenthal & Co.	1,864 06
J. G. Robitrisch	11 72
L. McLaughlin	193 55
J. A. Wilkings	31 67
Evans & Lemonds.	
J. W. Foster & P. S. Foster	1,394 35
D. A. McCants	76 32
Aldridge & Jones.	
W. T. Sinclair	585 09
Sam'l Foster	34 19
R. H. Stokes	150 00
Jesse Eskew	19 96
A. W. Bullard	516 27
J. H. Spright	251 27
Bryarly & Co.	413 81
S. R. Garner.	
T. J. N. Bridgers	224 73
Stem & Ligon	819 50
James Astin & Co.	234 61
Wiley Jones.	
B. F. Dixon	11 21
Joel A. Wall	138 38
Est. Joel Hill	56 93
Rhoan Thompson	91 48
Bloom & Leen	40 21
S. Ambrose	829 86
John & George Reed	100 06
J. F. Cain.	
J. J. Hodge	1,994 25
D. A. Covington	330 00

The blanks in the foregoing account to be filled up after the books of McRae, Coffman & Co. are fully posted, and any accounts on the same herein omitted to be added to this schedule, except the accounts of N. B. Ingram, Daniel R. Pittman and Vincent Topp,

which have been transferred to Aldridge & Golladay, for and on account of the Planters' Bank of Tennessee.

1st. McRae, Coffman & Co.; 2d, R. Coffman; 3d, J. H. McRae; 4th, F. M. Aldridge; Hillary Talbert.

SCHEDULE "A."

1855,	April	18.	M. W. Stewart, self or bearer . .	3,737 06
	"		Stewart & Co.	2,755 89
	March	17.	C. A. Alexander, McR., C. & Co. .	4,609 23
	"		" " " . .	4,609 23
1852,	Feb'y	2.	Edmund Badger	864 38
	May	8.	William Shaw	16 13
1853,	Nov'r	25.	H. C. Vontague, cl'k. . . .	1,212 25
1852,	M'ch	9.	Thos. D. Gordon, M'ch, '54 . .	1,505 00
	Feb'y	6.	S. B. Nunn	377 04
	"	"	G. W. Hackney, $282 55/100, cr. $70 .	212 55
	March	9.	Thos. D. Gordon, 1st March, '52 .	1,505 00
1851,	Dec'r	29.	Holder & Massingole, $5529 63/100, cr. 3,010 00/100	2,819 63
	March	18.	Backey & Holt's acceptance . .	503 00
1833,	April	1.	M. W. Stewart	3,780 00
1855,	Oct'r	22.	H. T. Garrett	23 80
1855,	March	17.	C. H. Alexander	4,609 22
1853,	April	1.	M. W. Stewart	3,780 00
1855,	Sep't	20.	William Hanley	701 55
1855,	March	6.	J. T. Cain	188 55
1852,	July	3.	Whitton & McMath $253 41/100, cr. $178 79/100	76 62
1855,	June	29.	D. L. Herron	260 86
1854,	Aug't	12.	James Rose	47 48
	"	17.	U. Barner	119 37
'54,			F. F. Bowens, d'ft	2,835 38
	Dec'r	15.	Thos. W. Boisclu's, note . . .	700 00
			R. W. McRae's note for real estate .	7,000 00
			W. L. Pitt's rec'pt for *Pectres* notes .	6,761 88
			Kendall, Yoe & Co., acceptance J. W. Kendall, endorser . . .	2,875 00
			L. Skipper's notes in hands of J. G. Campbell $3,808 06/100, cr. $2,272 .	1,636 94
			T. E. Hennington in hands of C. C. McRae & Co., in suit . . .	554 78
			McConell & Bro., in suit . . .	2,405 78
			" " "	2,583 99
			" " "	2,762 20
			A. F. Viser	12 33
			W. W. Cockrum & Co. . . .	2,653 73
			H. D. Bridgers	200 00

		U. Barner.	124	14
		T. J. Dollerhite, judg't . . .	315	89
'52, Feb'y	14.	W. K. Aldridge & J. E. Farmer, jugd't	1,622	04
		Store-house and cotton-shed in Greenwood	4,000	00
		Land in Usher, Harrison & Shelby counties, Texas, 2,296 acres . .	6,888	00
		Biloxi land	5,000	00
		Kendall, Yoe & Co. paper.		
		W. G. Kendall's "		
		Negro woman and boy . . .	2,000	00
		Cash two thousand dollars, $1,000.		

The blanks in this schedule to filled up, and any bills, notes or assets of McRae, Coffman and Co. not now re-collected, to be added hereunto at any future day.

McRAE, COFFMAN & CO.,
R. COFFMAN,
JNO. H. McRAE,
F. M. ALDRIDGE,
HILLARY TALBERT.

THE STATE OF MISSISSIPPI,
Yalabusha County.

I, Thomas Ward, clerk of the probate court in and for said county and State, do hereby certify that the foregoing twenty pages contains a true and perfect copy of a deed of assignment, executed by McRae, Coffman & Co. to Hillary Talbert and F. M. Aldridge, as the same remains of record in my office, on Dock Book "P," pages from 347 to 358, inclusive, of the records of deeds in my said office.

Given under my hand and seal of said court, at office in the town of Coffeeville, this 28th day of November, A. D. 1857.

THOMAS WARD, *Clerk.*
By J. B. WALTHALL, *D. C.*

4th. F. M. Aldridge, who testified that the deed made by John H. McRae and Ralph Coffman to Hillary Talbert and F. M. Aldridge, was made for the purposes specified therein, and the trust accepted by us for Lewis Aldridge. Most of the assets named in the deed, that can be collected, have been collected, so that we expect to collect nothing more. These collections amount to a very small part of the assets specified. What has been collected has been faithfully applied according to the provisions of the deed. Lewis Aldridge has paid out about twelve thousand five hundred dollars over and above what he has ever received. The trustees have nothing with which to pay this debt, and never expect anything; that about ten thousand dollars had been received at the

time of said assignment and applied under it; which was all the evidence then introduced on the part of the plaintiff. The defendant Aldridge then introduced his testimony, as follows, viz:

1st. A letter written by plaintiff to R. Coffman, in words and figures as follows, viz:

Letter of Walter G. Robinson to Ralph Coffman.

NEW ORLEANS, *March 7th*, 1856.

MR. RALPH COFFMAN, Grenada, Miss.

DEAR SIR: You have enclosed copies of two notes, executed to me by your Mr. McRae, on the 15 March last, the first for $2,726 $\frac{74}{100}$, due April 15–18th, 1856; the other $3,078 $\frac{03}{100}$, due one year later. You are probably aware how these notes come into my possession, but you may not know all the circumstances; therefore have concluded to state them and ask your compliance, not having had the pleasure of seeing Mr. McRae for a long time, and your manager here not being, as he informs me this morning, prepared to carry out the understanding. At the time of the stoppage of your firm the acceptance of Jno. W. Thompson's draft, due 18–21 Jan'y last, for $4,787 $\frac{75}{100}$, was held by me; it was protested, and Mr. McRae telling me that he could not arrange for it, the bill was sent to Mississippi for collection. Mr. McRae was advised by you of this course; he then called upon me and assured me that his house was abundantly able to pay; that some troublesome parties were pressing and demanding settlements that it was impossible for your firm then to make; that it was necessary for him to make settlements with some friend, which he could show, and to serve as a basis, and made the following proposition to me, at same time assuring me in the most positive manner that my confidence should not operate to my prejudice. Mr. McRae proposed to me to recall the draft of Mr. Thompson from Mississippi, and that he would provide me the same drawer's bills at one and two years, or rather, to suit him better, payable on the 15th April of each year, on your new firm; that these bills should certainly be met. Now, my confidence induced me to order this bill back; on its return Mr. McRae had not the signature of Mr. Thompson; he was anxious, as he told me, to perfect a first settlement, as that would enable him to go forward and make other arrangements that were pressing him. This settlement to serve as a basis to facilitate him, took the notes, as per copies enclosed, with the distinct understanding that Mr. Thompson's bill was to be substituted for the first; and the second, or long one, for $3,078 $\frac{03}{100}$, to be discounted within sixty days. Mr. McRae left here without complying with either the one or the other of these engagements; in fact, without seeing me upon the subject; and in answer to my inquiries at your office, have been told that they were not instructed in the matter.

This is a plain history of this transaction, without reverting to any other firm to strengthen my claim; and not knowing when Mr. McRae or yourself would be here, having known only Mr. McRae personally, but yourself by character for a long time, have thought proper to address you upon the subject, believing that you would at once have this matter placed upon its proper footing. Awaiting your reply, which it is hoped will be prompt and satisfactory,

I am, very truly,
WALTER G. ROBINSON.

Note.

Copy.

$2,726 $\frac{74}{100}$. NEW ORLEANS, *March 15th*, 1855.

On the fifteenth day of April, eighteen hundred and fifty-six (1856), we promise to pay to Walter G. Robinson, or order, twenty-seven hundred and twenty-six $\frac{74}{100}$ dollars, for value received.

(Signed) McRAE, ALDRIDGE & COFFMAN.

Note.

Copy.

$3,078 $\frac{3}{100}$. NEW ORLEANS, *March 15th*, 1855.

On the fifteenth day of April, eighteen hundred and fifty-seven (1857), we promise to pay to Walter G. Robinson, or , three thousand and seventy-eight $\frac{3}{100}$ dollars, for value received.

(Signed) McRAE, ALDRIDGE & COFFMAN.

We admit this letter to be the handwriting and letter of Walter G. Robinson, and may be used as such in case in federal court at Pontotoc, wherein said Robinson is plaintiff, and L. Aldridge et al. defendants.

M. C. & J. A. SNIDER.

May 10th, 1859.

2d. The deposition of A. H. Ringgold first taken, which was in words and figures as follows, viz:

Interrogatories.

Interrogatories to be propounded to A. H. Ringgold, a citizen of the city of New Orleans, Louisiana; the answers to which are to be read in a cause now pending in the United States district court, at Pontotoc, for the northern district of Mississippi, wherein Walter G. Robinson is plaintiff, and McRae, Aldridge & Coffman are defendants, to be read on the part of Lewis Aldridge.

Int. 1st. Do you know the parties to this suit, and how long have you known them, and what was your occupation about 15th March, A. D. 1855, and how long had you been engaged in such occupation?

Int. 2d. Look upon the following description of note, note *if* signed McRae, Aldridge & Coffman, dated New Orleans, March 15th, 1855, payable to the order of Walter G. Robinson on the 15th day of April, A. D. 1857, for the sum of $3,078 $\frac{3}{100}$, and state if you know by whom it was made, and for what consideration it was executed.

Int. 4th. What business had McRae & Coffman been engaged in prior to the formation of the co-partnership of McRae, Aldridge & Coffman, and what was their pecuniary condition at the formation of such co-partnership?

Int. 5th. Do you know where the plaintiff, Walter G. Robinson, resides, and how long he has resided there, *an* what his avocation is?

Int. 6. State, if you know, when Lewis Aldridge was first in New Orleans after the formation of the co-partnership of McRae, Aldridge & Coffman. State what was done, if anything, by Lewis Aldridge in relation to said co-partnership after his arrival in New Orleans, and what caused his action, what information, and from whom obtained.

Int. 7th. If you shall answer that the embarrassments of the firm of McRae, Aldridge & Coffman caused any action upon the part of Lewis Aldridge, state how these embarrassments were produced, and which of the partners produced it, and how.

Int. 8th. State where the books of McRae, Aldridge & Coffman were kept up to the time of the dissolution of the firm.

Int. 9th. Do you know whether or not any compromise was made between John H. McRae and Walter G. Robinson at the time the note described in interrogatory 2d was made? If yea, relate fully what it was, and the considerations, and all you know about it.

ALDRIDGE & GOLLERDAY,
For Def't.

In U. S. Dist. Court of Northern dist. of Miss.

WALTER G. ROBINSON
vs.
McRAE, ALDRIDGE & COFFMAN.

Plaintiff propounds to A. H. Ringgold, witness for defendant, the following cross-interrogatories, viz:

Cross-interrog. 1st. What are your means of information touching the matters concerning which you depose in your answers to direct interrogatories? Do you speak from your own knowledge, from the books of McRae, Coffman & Co., McRae, Aldridge & Coffman, or either or both, or from information derived from others? What portion of your answers is of your own knowledge, and what derived from other sources?

Cross-interrog. 2d. Have you ever seen the note described in 2d

direct interrogatory? If yea, in whose possession was it, at what time, and how do you know what consideration was given for it? Were you present when said defendants, or either of them, handed said note to the plaintiffs? If yea, what conversation, if any, took place, and who was present at such conversation.

Cross-interrog. 3d. If, in answer to second direct interrogatory, you shall say that the note therein described was given for the pre-existing debt of any person or persons, state also what was the character of such pre-existing debt, whether bill of exchange, promissory note or open acc. If either, who were the parties to it? What was the pecuniary condition of the parties to said pre-existing debt? State, especially, if one of the parties to said pre-existing debt was not a prominent friend and patron of the house of defendants.

Cross-int. 4th. What kind of business was McRae, Aldridge & Coffman engaged in during the existence of that firm? What was the general scope and object of that kind of business as conducted in the city of New Orleans? Did they or was it their custom to accept bills of exchange for the accommodation of their friends and customers, or otherwise lend their customers the use of their names and credit?

Cross-int. 5th. Were any of the assets of McRae, Coffman & Co. transferred to McRae, Aldridge & Coffman; if yea, when, and what amount? Were they collected, by whom, and by whom used?

Cross-interreg. 6th. What length of time elapsed between the suspension of McRae, Coffman & Co. and the formation of the co-partnership of McRae, Aldridge & Coffman?

Cross-inter. 7th. Who was the active resident member of the firm of McRae, Aldridge & Coffman, in the city of New Orleans, during the existence of that firm?

Cross-int. 8th. Did Lewis Aldridge lend his name to McRae, Coffman & Co., prior to their suspension, as accommodation drawer or endorser; if yea, upon what amount, if any, of such paper was said Lewis Aldridge liable at the date of the formation of the firm of McRae, Aldridge & Coffman?

Cross-int. 9th. If, in your answers to direct interrogatories, you shall depose as to any facts derived from the books of either McRae, Coffman & Co., or McRae, Aldridge & Coffman, you will also state whether or not such entries are in your own handwriting, and whether or not you made such entries by direction of a member or members of either of those firms, or from memoranda furnished you by a member or members of either of said firms, or from your own *person* knowledge of the transaction you recorded upon the books.

N. C. & J. A. SNIDER,
Atty's for Pl'ffs.

Re-examination by Defendant.

Int. 1st. If you shall answer to 5th cross-interrogatory anything in relation to a transfer of assets of McRae, Coffman & Co., state what was its object and purpose, by whose direction it was done, and whether Lewis Aldridge ever assented to such transfer, or ever had any knowledge of such fact.

Int. 2d. State whether or not you can answer 1st cross-interrogatory from information derived Walter G. Robinson, and what that information is, as to the character of the liability for which the note described in 2d direct interrogatory was given; whether for note or notes; if so, who are the makers; and whether for bills of exchange; and if so, who were the drawee or drawer, and who the acceptors?

Int. 3d. If, in your answer to 5 cross-interrogatory, you should answer anything in relation to transfer of assets of McRae, Coffman & Co., state if Lewis Aldridge ever received anything therefor, in any way, to your knowledge.

Int. 4. Do you know whether or not Lewis Aldridge ever assented to the use of his means to pay the debts of McRae, Coffman & Co.?

Int. 5th. Do you know whether or not L. Aldridge ever assented to the use of his name in making notes or acceptances of bills of exchange for any other purpose, except for cotton in hand for sale?

ALDRIDGE & GOLLADAY,
Att'ys for Def't.

We do hereby agee that M. Shannon may take above deposition, and direct the same to us at Coffeeville, Miss.

N. C. & J. A. SNIDER,
Att'ys for Pl'ff.
ALDRIDGE & GOLLADAY.

STATE OF LOUISIANA,
City of New Orleans.

Depositions of A. H. Ringgold, taken by me, William Shannon, a commissioner of the State of Mississippi, in and for the city of New Orleans, State of Louisiana, duly commissioned and qualified, on the seventeenth day of May, A. D. 1858, at my office in said city, to be used on the trial of a certain suit now pending in the United States district court for the northern district of Mississippi, wherein Walter G. Robinson is plaintiff, and McRae, Aldridge & Coffman are defendants, on part of Lewis Aldridge. The said A. H. Ringgold being first duly sworn to testify the truth, the whole truth, and nothing but the truth, in answer to the interrogatories and cross-interrogatories hereto *answered*, deposed as follows, to wit:

Answer to 1st interrogatory. I have known the plaintiff by sight several years; never had any conversation with him, except on one occasion; my acquaintance with John H. McRae and Ralph Coffman commenced in the spring of 1854, and with Lewis Aldridge in February, 1856; I was employed as book-keeper by McRae, Coffman & Co. from February to November, 1854, and from February, 1855, to March, 1856.

Answer to 2d interrogatory. I recognise in the copy of the note described, as one of those given in settlement of an acceptance of McRae, Coffman & Co., which was held by plaintiff; it was, to the best of my recollection, given by John H. McRae, partly in settlement of a draft drawn by J. W. Thompson on, and accepted by, McRae, Coffman & Co.

Answer to 4th interrogatory. McRae, Coffman & Co. were engaged in the commission business prior to the formation of their co-partnership with Lewis Aldridge; I considered their pecuniary situation at the time greaty embarrassed.

Answer to 5th interrogatory. Plaintiff resides in New Orleans, but can't say how long he has resided there; his avocation is that of a merchant.

Answer to 6th interrogatory. The first time I saw Lewis Aldridge in New Orleans was in February, 1856, during which time the co-partnership of McRae, Aldridge & Coffman was dissolved by him, and public notice given thereof; I gave him a statement of the condition of his firm, of which, until then, he appeared to be ignorant; the information derived from me consisted of a detailed statement of the assets and liabilities, showing the exact situation of his business.

Answer to 7th interrogatory. The embarrassments of McRae, Aldridge & Coffman were brought about by John H. McRae placing the name of the firm account in settlement of *of* McRae, Coffman & Co.'s debts.

Answer to 8th interrogatory. The books of McRae, Aldridge & Coffman were kept in New Orleans a short time after the dissolution of the firm.

Answer to 9th interrogatory. I do not know whether any compromise was made or not.

Cross-interrogatories.

Answer to 1st cross-interrogatory. My information is chiefly derived from my position as book-keeper for the firms of McRae, Coffman & Co., and McRae, Aldridge & Coffman.

Answer to 2d cross-interrogatory. Cannot say positively that I ever saw the note; I may have made the entry from the note, or from a memorandum furnished by John H. McRae. The consideration for which it was given was expressed in the margin of the bill-book, (a copy of which I have in my possession, taken by my-

self.) I have no recollection of being present at any interview between plaintiff and defendants.

Answer to 3d cross-interrogatory. It was a bill of exchange, drawn by J. W. Thompson, on and accepted by McRae, Coffman & Co. The drawer was considered good at the time, and a friend and patron of the house.

Answer to 4th cross-interrogatory. McRae, Aldridge & Coffman, were engaged in a general commission business. It was their custom to accept bills of exchange for the accommodation of their friends and customers.

Answer to 5th cross-interrogatory. Certain claims and evidences of debt were transferred by McRae, Coffman & Co. to McRae, Aldridge & Coffman, at sundry times, by John H. McRae's directions. I cannot state the amount; some of them were collected and used in the general business of McRae, Aldridge & Coffman.

Answer to 6th cross-interrogatory. Cannot say, not having been in New Orleans at the time.

Answer to 7th cross-interrogatory. John H. McRae.

Answer to 8th cross-interrogatory. I cannot say whether or not Lewis Aldridge loaned his name to McRae, Coffman & Co., prior to their suspension, as accommodation drawer or endorser, or was in any manner liable in this respect.

Answer to 9th cross-interrogatory. Entries were generally made from my own personal knowledge of the transaction, and occasionally from memorandums furnished by one of the members of the firm.

Re-examination by Defendant.

Answer to 1st interrogatory. The transfers were made under the direction of John H. McRae; cannot say whether Lewis Aldridge assented or not.

Answer to 2d interrogatory. I do not answer from information derived from Walter G. Robinson.

Answer to 3d interrogatory. Have no knowledge of Lewis Aldridge having received anything from the transfers of McRae, Coffman & Co.

Answer to 4th interrogatory. Have no knowledge of Lewis Aldridge having assented to the use of his name to pay debts of McRae, Coffman & Co.

Answer to 5th interrogatory. Have no knowledge as to the subject of this interrogatory.

A. H. RINGGOLD.

STATE OF LOUISIANA,
City of New Orleans.

I, William Shannon, a commissioner of the State of Mississippi in and for the city of New Orleans, State of Louisiana, duly com-

missioned and qualified, do hereby certify that A. H. Ringgold was by me sworn to testify the truth, the whole truth, and nothing but the truth, in answer to the interrogatories and cross-interrogatories hereto annexed; that the foregoing depositions were by me reduced to writing, subscribed by said witness in my presence, and taken at the time and place set forth in the caption hereof. In faith whereof, I hereunto sign my name and affix an impress of my official seal at New Orleans, this seventeenth day of May, A. D. 1858.

WILLIAM SHANNON, *Com.*

Fees, $15; paid by L. Aldridge.

The plaintiff then read the 2d deposition of said A. H. Ringgold, which was in the words and figures as follows, viz:

Ringgold's 2d Deposition.

UNITED STATES OF AMERICA,
Eastern District of Louisiana, City of New Orleans, ss.

Be it remembered that on this nineteenth day of November, in the year of our Lord one thousand eight hundred and fifty-eight, before me, Robert Mills Lusher, a commissioner, duly appointed on the 29th April, 1848, by the circuit court of the United States in and for the fifth circuit and eastern district of Louisiana, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,' passed March 1st, 1817," and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, personally appeared in my office Alexander H. Ringgold, well known to me as a person of sound mind and lawful age, called as a witness for the defendants in a civil suit, now depending in the district court of the United States in and for the northern district of Mississippi, wherein Walter G. Robinson is plaintiff, vs. Lewis Aldridge and others. And the said Alex'r H. Ringgold being by me first carefully examined and cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, did, in presence of R. H. Golladay, esq., counsel for defendants, and Chas. B. Singleton, esq., counsel for plaintiff, and also of plaintiff in propria persona, in response to the interrogatories, cross-interrogatories, and others, hereinafter appearing, and made part of the deposition of the witness, depose and say as hereinafter, in my hand, in the witness's own language and over his signature, is set forth.

In the District Court of the United States, Northern district of Mississippi, at Pontotoc, Miss.

WALTER G. ROBINSON
vs.
LEWIS ALDRIDGE & als.

Questions to be propounded to A. H. Ringgold, answers to which will be read on trial of above case, as testimony on behalf of defendant, L. Aldridge.

1st. Are you acquainted with the parties, Walter G. Robinson and Lewis Aldridge, and John H. McRae and Ralph Coffman, and how long have you known them?

2. In what business were you engaged during the year 1854 and for two years subsequent, and for whom were you doing business during that time?

3. Who composed the firm of McRae, Coffman & Co.? When was said firm extinguished; and who composed the firm of McRae, Aldridge & Coffman, and when was said firm created and when extinguished?

4. What was the cause of the extinction or dissolution of the firm of McRae, Coffman & Co.?

5. When did you first see defendant, Lewis Aldridge, after the formation of the house of McRae, Aldridge & Coffman, and where, and who exhibited to him the condition of the affairs of the house of McRae, Aldridge & Coffman, and what steps did said Aldridge thereupon take; and what induced him to take such steps, and why had he not taken such steps sooner?

6. When did L. Aldridge first see the books of McRae, Aldridge & Coffman?

7. Look at following copy of note—

$3,078 03.

NEW ORLEANS, *March* 15th, 1855.

On the fifteenth day of April, eighteen hundred and fifty-seven, (1857,) we promise to pay Walter G. Robinson or order, three thousand and seventy-eight and $\frac{03}{100}$ dollars, for value received.

McRAE, ALDRIDGE & COFFMAN.

and state who executed said note or signed the same, and what was the consideration of said note.

8. If said note is one of two notes that were given in settlement of a certain bill of exchange, who were the parties to said bill?

9. Do you state from personal recollection or information that said note is one of two notes which were given in settlement of a bill drawn on and accepted by McRae, Coffman & Co.? Or if you speak from information, and that information is derived from plaintiff, W. G. Robinson, please so answer.

10. If, from conversation had with Robinson by you, or between Robinson and McRae, you learned that said two notes referred to were given in settlement of said bill accepted by McRae, Coffman & Co., please so state.

ROBT. M. LUSHER,
U. S. Comm'r.

1 X interrogatory propounded by plaintiff to A. H. Ringgold. What are your means of information touching the matters concerning which you depose in your answers to direct interrogatories; do you speak from your own knowledge; from the books of McRae, Coffman & Co., McRae, Aldridge & Coffman, or either, or both, or from information derived from others; what portion of your answers is of your own knowledge, and what is derived from other sources?

2 X int. When did you first see the note described in direct interrogatory; did you see it delivered to any person; how do you know to whom it was delivered, or to whom given in payment of any particular liability of any person or persons.

3d X int. If, in answer to direct interrogatories, you shall say, the note therein described was given in payment of a liability of McRae, Coffman & Co., you will also state what was the character of such liability; whether notes, bills of exchange, or other evidences of debt, and whether any other persons, and what persons, were bound with said McRae, Coffman & Co., upon such liability; and what was the amount of such liability?

4th X int. What was the amount of all the evidences of debt, whether bills or notes, surrendered to McRae, Aldridge & Coffman, at the time the note described in direct interrogatories passed out of their hands? Who were the parties liable upon such evidences of debt, either as makers, acceptors, drawers, or endorsers; were any or all of them friends and patrons of the firm of McRae, Aldridge & Coffman, and did they employ that firm as their agents or factors in the city of New Orleans? Give in your answer to this cross-interrogatory a full description of all the evidences of debt of whatever character surrendered to McRae, Aldridge & Coffman, at the time the note, in direct interrogatory, passed out of their hands.

5th cross-int. If, in answer to direct interrogatory, you shall say there are entries in the books of McRae, Aldridge & Coffman, in your handwriting, in relation to the note described in direct interrogatory, you will further state when you last saw those books; were such entries made by you as a record of facts in your own knowledge, or from memoranda given you by others, or were they made by direction of John H. McRae; was it not your custom to make entries upon the books of McRae, Aldridge & Coffman, when directed so to do by a member of that firm, without any positive

knowledge or inquiry on your part as to the correctness or truthfulness of the fact or statement you were directed to record; and can you state that all the memoranda, marginal remarks, or other entries upon the bill-book, or other books of that firm, in your handwriting, are correct?

6th X int. If, in answer to direct interrogatories, you shall say that John H. McRae used the name of McRae, Aldridge & Coffman, in settlement of any amount of the indebtedness of McRae, Coffman & Co., state whether any security was given by McRae, Coffman & Co., or either, or any of them, to McRae, Aldridge & Coffman, for such use of the name of McRae, Aldridge & Coffman, by transfer of assets or otherwise, and what amount did such security or transfer of assets cover?

7th X int. Were any of the assets of McRae, Coffman & Co. transferred to McRae, Aldridge & Coffman: if yea, what amount was thus transferred, and at what time or times was such transfer made?

8th X int. What length of time elapsed between the dissolution or suspension of the firm of McRae, Coffman & Co., and the formation of the partnership of McRae, Aldridge & Coffman?

9th X int. Who was the active business member of the firm of McRae, Aldridge & Coffman, and had control of the business of said firm in the city of New Orleans?

10th X int. Was not Lewis Aldridge liable for a larger amount, and what amount, as drawer or endorser upon paper accepted by McRae, Coffman & Co., at the date of the suspension of that firm, and the formation of the new firm of McRae, Aldridge & Coffman?

Additional cross-interrog's for plaintiff, by C. B. Singleton, esq., of counsel:

11th X int. Was not the business of McRae, Aldridge & Coffman, continued in the same store; what change was made in the concern, McRae, Coffman & Co., after Aldridge came into it?

12th X int. Had the firm of McRae, Aldridge & Coffman any other business than that brought to the concern by McRae, Coffman & Co.?

13th X int. Was it not greatly to the interest and benefit of the firm of McRae, Aldridge & Coffman, that the business of McRae, Coffman & Co. should be speedily and satisfactorily settled?

14th X int. Did not the firm of McRae, Aldridge & Coffman assume many of the obligations of the firm of McRae, Coffman & Co., and did not McRae, Aldridge & Coffman issue many obligations of their firm in settlement of the obligations of McRae, Coffman & Co.?

15th X int. Were any of the obligations thus issued by McRae, Aldridge & Coffman duly paid?

16th X int. Did the firm of McRae, Aldridge & Coffman correspond with Aldridge, the partner, during the existence of the firm, and communicate to him the state of the business?

17th X int. Was all the business of the firm of McRae, Aldridge & Coffman communicated to Aldridge while absent from the city? Were balance sheets sent to him regularly; if yea, how often? Was he not advised that his firm had assumed and was assuming the obligations of McRae, Coffman & Co.?

18th X int. Did Aldridge, to your knowledge, ever put anything into the firm of McRae, Aldridge & Coffman; if yea, how much?

19th X int. Did the house of McRae, Aldridge & Coffman correspond with Aldridge while he was a member?

20th X int. Was it not generally understood in this community that McRae, Aldridge & Coffman merely continued the business of McRae, Coffman & Co.?

ROB'T M. LUSHER,
U. S. Comm'r.

Questions by Defendant's Counsel, touching Plaintiff's Cross-examination.

First question, propounded to A. H. Ringgold. Was the transfer of assets of which you speak made with the knowledge or consent of Aldridge?

Second question. Were such assets transferred as so much capital to be paid in by McRae and Coffman, or on what account were they so transferred?

Third question. Were the business and accounts of McRae, Aldridge & Coffman kept separate and distinct from the business and accounts of McRae, Coffman & Co. as two distinct firms, except in the transfers of which you speak?

Fourth question. By which member of the firm of McRae, Aldridge & Coffman was the paper of said firm issued in settlement of debts of McRae, Coffman & Co., and was it done with the knowledge and consent of Aldridge?

Fifth question. By whom were the payments made of which you speak in answer to the 15 X interrogatory, and did Aldridge know of such transactions?

Sixth question. Did McRae and Coffman pay into the firm of McRae, Aldridge & Coffman any thing besides the assets of which you speak?

Seventh question. Do you know that Lewis Aldridge was corresponded with on the business of the house, or is this an inference of yours?

ROB'T M. LUSHER,
U. S. Commis'r.

Deposition in response to foregoing.

Alexander H. Ringgold, duly sworn as aforesaid, deposes and says:

Interrogatory 1st he answers as follows: I have known W. Robinson by sight for many years, and Messrs. McRae and Coffman since the spring of 1854, and Lewis Aldridge since some time in February, 1856.

Interrogatory 2d he answers: I was engaged as a book-keeper for McRae, Coffman & Co. from the spring of 1854 until the fall of 1854, and as book-keeper for McRae, Aldridge & Coffman from February, 1855, until the time of the dissolution of the firm, which occurred about February, 1856.

Interrogatory 3d he answers: The firm of McRae, Coffman & Co. was composed of John H. McRae, Ralph Coffman, Lewis W. Graves, and Wm. Little, of New York, (whose middle name I can't remember); I don't know when this firm was extinguished. The firm of McRae, Aldridge & Coffman was composed of John H. McRae, Ralph Coffman, and Lewis Aldridge; I was not here when this firm was created; it was dissolved in February, 1856.

Interrogatory 4th he answers: The embarrassments of the firm was the cause of its extinction.

Interrogatory 5th he answers: I first saw Mr. Lewis Aldridge some time in the month of February, 1856, in New Orleans; I exhibited to him the affairs of the house of McRae, Aldridge & Coffman; he thereupon dissolved the firm, put it in liquidation; the embarrassed condition of its affairs induced him to take this step; why he did not take this step sooner, I cannot say.

Interrogatory 6th he answers: The first time that I am aware of his having seen the books, was some time in February, 1856.

Interrogatory 7th he answers: To the best of my knowledge, the note described herein was given by John H. McRae, who executed and signed it, (to the best of my belief); and to the best of my belief, it was in settlement of a debt of McRae, Coffman & Co., in conjunction with another note.

Interrogatory 8th he answers: To the best of my information, and agreeably to an entry made by me at the time in the bill-book of McRae, Aldridge & Coffman, J. W. Thompson was the drawer of said bill, and McRae, Coffman & Co. the acceptors.

Interrogatory 9th he answers: My memory in reference to the transaction is refreshed by the bill-book of McRae, Aldridge & Coffman, which I kept myself, and in which I made the entry of this bill. On this subject I never had any conversation with Mr. Robinson, except on one occasion, when I had a casual street conversation with him, of which I don't now recollect the particulars.

Interrogatory 10th he answers: I don't recollect having heard

Mr. Robinson say so, or having been present at any conversation between him and Mr. McRae.

1st cross-interrogatory he answers: My acquaintance with the members of the firms is of my own knowledge. In regard to the particular transaction referred to in the direct interrogatories, my knowledge is assisted by the bill-book of McRae, Aldridge & Coffman, which was kept by myself; I have no certain knowledge of the transaction beyond the entries on the bill-book, which I made myself at the time, and which I must have made, from having the documents before me at the time; I cannot now recollect whether I derived any information from the members of the firm; from the way in which the entry is worded, it is my impression that I had the documents before me at the time.

2d cross-interrogatory he answers: I cannot recollect when I first saw the note; I did not see it delivered to any person to whom it was delivered, or to whom given in payment of any particular liability. I know from the entry made by myself on the bill-book; that is, I know that it was made in favor of Mr. Robinson, not to whom it was delivered, as appears by the entry on the bill-book.

3d cross-interrogatory he answers: I have already stated this as near as I could, in my answer to the direct interrogatories.

4th cross-interrogatory he aswers: I don't know that anything was surrendered to McRae, Aldridge & Coffman, at the time referred to. I have no knowledge of having seen any draft of Thompson on McRae, Coffman & Co., at the time the entry was made in the bill-book. Mr. Thompson was a patron of the firms of McRae, Coffman & Co., and McRae, Aldridge & Coffman, and employed them as his factors in his city.

5th cross-interrogatory he answers: The bill-book to which I have referred is now in my hands. The other books of McRae, Aldridge & Coffman are out of the State; I believe I have not seen them since 1856. I cannot recollect the exact circumstances under which I made the entry in question; but it is my impression I made it from the documents before me at the time. It is possible I may have made entries under the circumstances stated here; but it was not a custom of mine so to do, and I have no recollection of having done so. I think and believe, that all the memoranda, marginal remarks, and other entries upon the books of the firm are correct. I have endeavored to have them correct.

6th cross-interrogatory he answers: There were assets transferred from time to time by McRae, Coffman & Co., to McRae, Aldridge & Coffman, in the usual course of business, but I have no recollection of the amount of such assets.

7th cross-interrogatory he answers: Transfers of assets were made from time to time in the course of business. I cannot state the amount. The time was when the co-partnership of McRae, Aldridge & Coffman went into effect, and afterwards.

8th cross-interrogatory he answers: I cannot answer this question; I was not in the State at the time.

9th cross-interrogatory he answers: John H. McRae.

10th cross-interrogatory he answers: To the best of my knowledge, Lewis Aldridge was not liable for a very large amount for McRae, Coffman & Co., either as endorser or drawer; I cannot state to what amount he was thus liable.

11th cross-interrogatory he answers: It was the entrance of Lewis Aldridge into the firm caused a change in the style of the firm and in the books, but no apparent change in the mode of carrying on the business of the house.

12th cross-interrogatory he answers: There might have been other business brought to the firm of McRae, Aldridge & Coffman, but I cannot particularize; it was mainly the business of McRae, Coffman & Co.

13th cross-interrogatory he answers: I should think so.

14th cross-interrogatory he answers: McRae, Aldridge & Coffman made a good many settlements for McRae, Coffman & Co., and issued several obligations in settlement of the debts of McRae, Coffman & Co.

15th cross-interrogatory he answers: Some were paid; I cannot specify them.

16th cross-interrogatory he answers: I can't say; not that I am aware of.

17th cross-interrogatory he answers: I am not aware of any such communication having been sent to Mr. Aldridge, nor of his having been advised of the new firm's assumption of the obligations of the old.

18th cross-interrogatory he answers: I don't recollect; but my impression is, that he, Aldridge, accumulated something in the way of capital from the sale of his crop.

19th cross-interrogatory he answers: I believe they corresponded with him.

20th cross-interrogatory he answers: As far as I can learn, that was the impression in this community, I believe.

Direct Examination resumed by Defendants, touching Plaintiff's cross-examination.

First question he answers: I am not aware that the transfer of assets of which I have spoken was made with the consent of Aldridge.

Second question he answers: It was an interchange between the two houses, in the usual course of business. I don't think any of the assets were intended to be transferred as capital, but simply as assets; there were also transfers of notes, office furniture, &c., as assets. There never was any transfer of capital, nor was there on the books of McRae, Aldridge & Coffman, any credit of capital to

John H. McRae & Ralph Coffman. The assets transferred by McRae, Coffman & Co. to McRae, Aldridge & Coffman, became, in part, the capital or means of the latter house.

Third question he answers: Yes, we kept two sets of books; McRae, Coffman & Co., and McRae, Aldridge & Coffman, kept separate books.

Fourth question he answers: As far as I know, John H. McRae was the party who issued the paper in question. It was not, that I am aware of, done with the knowledge and consent of Lewis Aldridge.

Fifth question he answers: They were paid by myself, generally, acting under a procuration from the house. Aldridge did not know of such transactions, so far as I am aware; he was not here.

Sixth question he answers: No; that I recollect of. Mr. Coffman may have had some credits, but I cannot particularize without reference to the books.

Seventh question he answers: I have seen letters from Mr. McRae to Mr. Aldridge, and am under the impression that they corresponded, but I cannot say to what extent.

A. H. RINGGOLD.

ROB'T M. LUSHER,
U. S. Comm'r.

UNITED STATES OF AMERICA,
Fifth Circuit and Eastern District of Louisiana,
City of New Orleans, ss.

I, Robert Mills Lusher, commissioner, duly appointed as aforesaid, do hereby certify, that the reason for taking the foregoing deposition is, and the fact is, that the witness, Alexander H. Ringgold, lives in this city of New Orleans, at a greater distance than one hundred miles from Pontotoc, Missi., in the northern district of Missi., the place of trial of the cause for and in which said deposition is taken and is necessary. I further certify, that due notification was made out and served on the plaintiff, or on the adverse party, personally or by attorney, to be present at the taking of the deposition, and to put interrogatories, if he or they should think fit, and that due notification of the time and place of taking the said deposition was made out and served on said plaintiff or adverse party in person, the said adverse party being, at the time of taking said deposition, within the said city of New Orleans, the place of taking the said deposition. I further certify, that on the 19th day of Nov., A. D. 1858, I was attended by R. H. Golladay, esq., for defendants, and by plaintiff, with Chas. B. Singleton, esq., as his counsel, and by the witness, Alex. H. Ringgold, who is of sound mind and lawful age, and the said witness was by me carefully examined and cautioned, and sworn to testify the whole truth, and the deposition hereinbefore appearing was by me re-

duced to writing in the presence of the witness, and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession, for the purpose of sealing up, directing and forwarding the same, with my own hand, to the court for which the same was taken, together with the interrogatories, cross-interrogatories, &c., propounded to the witness. I further certify, that I am not of counsel or attorney to any of the parties in said deposition and caption named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal, at New Orleans, this ninth day of December, A. D. one thousand eight hundred and fifty-eight.

ROB'T M. LUSHER,
U. S. Commissioner, in and for the Eastern District of Louisiana.

Commissioner's fee, $15 00—paid by def't's counsel.

And after argument of said cause, on the *on the* part of counsel for both the plaintiff and said defendant Aldridge, the court instructed the jury as follows, viz:

If you believe, from the evidence, that the note sued on was executed for a liability of McRae, Aldridge & Coffman, then you will find for the plaintiff. If you believe the note was executed for a consideration not within the scope of the partnership business, you will find for defendant, unless you believe that Aldridge, the defendant, assented to this liability when he was informed of the execution of the note sued on. If you believe the note sued on was given for a debt of the old firm of McRae, Coffman & Co., then the defendant Aldridge is not liable, unless, after he was fully informed of the transaction he assented to the act. If you believe the plaintiff had a valid valuable claim against the old, and gave that up in good faith for the note of the new firm, and upon full information the defendant assented to the same, you will find for the plaintiff; otherwise for the defendants. The deed of assignment from McRae & Coffman, for McRae, Coffman & Co., to Talbot & F. M. Aldridge, as trustees of defendants, if accepted, is not of itself an assent to or a ratification of the note sued on, so as to make him liable; but the deed is a circumstance which you will consider with the other testimony in the cause.

To which opinion of the court in giving said charge, and in refusing to charge the jury that the deed of assignment from McRae & Coffman, acting for McRae, Coffman & Co., if proven to have been accepted by the defendant Aldridge, with a knowledge of all the facts, was, in law, a ratification by him of the note sued on, the plaintiff, by his counsel, then and there excepted before the jury left the box, and then and there tendered this his bill of ex-

ceptions, embodying all the evidence in the cause, and the rulings and charges of the court, and prayed that the same might be signed and sealed and made a part of the record in the cause; which is accordingly done.

S. J. GHOLSON.

Afterwards, to wit, on the 7th day of June, 1859, it being a day of the June term of said court, the following proceedings were had, to wit:

Order of Court at June Term, 1859.

TUESDAY, *June 7th, A. D.* 1859.

WALTER G. ROBINSON
vs.
LEWIS ALDRIDGE et al.

This day came the parties, by their attorney, and thereupon the plaintiff discontinued this suit as to defendant McRae, and def't Coffman being called, came not, but made default. It is therefore considered by the court that the plaintiff recover of defendant Coffman the sum of three thousand four hundred and twenty and $\frac{88}{100}$ dollars damages and costs of suit. And thereupon came a jury of good and lawful men, to wit, Wm. B. Augustus and eleven others, tried, sworn and empanelled well and truly to try the issue joined between the plaintiff and defendant, Lewis Aldridge, who, upon their oaths, for their verdict say they find the issue in favor of the said defendant. It is therefore considered by the court that the said defendant, Lewis Aldridge, recover of the plaintiff his costs in this behalf expended.

And afterwards, to wit, on the 26th day of September, 1859, the plaintiffs filed their writ of error bond in this cause, in the words and figures following, to wit:

Writ of Error Bond.

UNITED STATES OF AMERICA,
Northern District of Mississippi, sct.

Know all men by these presents, that we, Walter G. Robinson, principal, and Nicholas C. Snider and J. A. Snider, securities, are held and firmly bound unto Lewis Aldridge in the just and full sum of five hundred dollars, lawful money of the United States, to be paid to the said Lewis Aldridge, lawful attorney, executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated fourteenth day of June, A. D. one thousand eight hundred and fifty-nine.

The condition of the above obligation is such, that whereas, at a term of the district court of the United States for the northern dis-

trict of Mississippi, commenced and held at the town of Pontotoc, on the first Monday of June, A. D. 1859, judgment was rendered by said court in favor of said Lewis Aldridge, against the said Walter G. Robinson, for the costs of suit, and the said Walter G. Robinson has sued out a writ of error from the Supreme Court of the United States to reverse said judgment:

Now, if the said Walter G. Robinson shall prosecute his said writ of error to effect, and shall well and truly pay and satisfy the amount of said judgment and all such damages, interest and costs as the said Supreme Court of the United States shall adjudge in the premises, if he, the said Walter G. Robinson, shall fail to make his plea good, then, and in that case, this obligation to be void, otherwise to remain in full force and virtue.

WALTER G. ROBINSON, [SEAL.]
NICHOLAS C. SNIDER, [SEAL.]
JACOB A. SNIDER. [SEAL.]

Upon said bond are the following endorsements, to wit:

Filed in my office Sept. 26th, 1859.

R. W. EDMONDSON, *Clerk.*

I approve of the within bond and securities. Given under my hand this the 22d day of October, 1859.

S. J. GHOLSON,
Judge U. S. D. C. for Miss.

Writ of Error.

UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the judge of the district court of the United States for the northern district of Mississippi, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in said district court, before you, between Walter G. Robinson, plaintiff, and Lewis Aldridge, defendant, a manifest error hath happened, to the great damage of the said Walter G. Robinson, as by his complaint appears, we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that

error, what of right and according to the law and custom of the United States should be done.

Witness the Honorable Roger B. Taney, Chief Justice of the said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and fifty-eight, and of the independence of the United States the 83d year.

Issued the 23d day of October, A. D. 1859.

R. W. EDMONDSON,
Clerk of the District Court of the United States, for Northern Dis't of Miss.

Citation.

UNITED STATES OF AMERICA, *ss.*

To Lewis Aldridge, or F. M. Aldridge, or Jas. Z. George, his attorneys of record, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at Washington, on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the district court of the United States for the northern district of Mississippi, wherein Walter G. Robinson is plaintiff, and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable Samuel J. Gholson, judge of the district court of the United States for the northern district of Mississippi, this twenty-third day of October, in the year of our Lord one thousand eight hundred and fifty-nine, and in the 84th year of the independence of the United States.

(Signed) S. J. GHOLSON.

UNITED STATES OF AMERICA,
Northern District of Mississippi.

I, Robert W. Edmondson, clerk of the district court of the United States for the northern district of Mississippi, certify that the foregoing seventy-two pages contain a full, true, and perfect transcript of the original papers and proceedings filed and had in the cause therein stated, as fully and completely as the same remain of record and on file in my office; and also of the writ of error bond filed in said cause, and the endorsements of the judge and clerk thereon.

In testimony whereof, I, Robert W. Edmondson, clerk of said court for said district, have hereunto set my hand, and [SEAL.] affixed the seal of said court at office, in Pontotoc, this, the 28th day of October, A. D. 1859.

R. W. EDMONDSON, *Clerk.*

Citation.

UNITED STATES OF AMERICA, *ss.*

To Lewis Aldridge, or F. M. Aldridge, or James Z. George, his attorneys of record, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at Washington, on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the district court of the United States for the northern district of Mississippi, wherein Walter G. Robinson is plaintiff, and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable judge of the district court of the United States for the northern district of Mississippi, this twenty-third day of October, in the year of our Lord one thousand eight hundred and fifty-nine, and in the 84th year of the independence of the United States.

S. J. GHOLSON.

Came to hand Nov. 4th, 1859.
Executed Nov. 10th, 1859.

W. H. H. TISON,
U. S. Marshal No. Dis't of Mississippi.

Ext'g E. and R.....	$2 50
Copy.....	50
Mileage.....	4 50
	$7 50

Filed 28th Dec., 1859.

Supreme Court of the United States.

DECEMBER TERM, 1866.—No. 20.

WALTER G. ROBINSON, PLAINTIFF IN ERROR,

vs.

LEWIS ALDRIDGE.

STATEMENT AND ARGUMENT FOR DEFENDANT IN ERROR.

Plaintiff in error, who was plaintiff below, sued the defendant, Aldridge, and Ralph Coffman, in assumpsit, as members of the late firm of McRae, Aldridge & Coffman, on a promissory note for $3,078 03, payable April 15, 1857, to plaintiff's order, purporting to have been made by that firm on March 15, 1855. The defendant, Aldridge, pleaded, (1,) non-assumpsit; (2,) that the note was made by McRae in the name of McRae, Aldridge & Coffman, not for any purpose within the scope and object of the partnership, but for the purpose of paying the private debt of McRae, Coffman & Co., without the knowledge or consent of defendant, and was received by plaintiff with knowledge of these facts; (3,) that the making of said note was not the act of defendant or of the firm of McRae, Aldridge & Coffman.

On the trial of the issues joined on these pleas, the following facts appeared in evidence:

The firm of McRae, Coffman & Co., composed of John H. McRae, Ralph Coffman, Lewis H. Graves, and William Little, did business in Mississippi, and failed about December, 1854. (Rec., pp. 6, 37.) Shortly afterwards John H. Mc-

Rae and Ralph Coffman entered into partnership with the defendant, Aldridge, under the firm of McRae, Aldridge & Coffman. Among the outstanding liabilities of the old firm at the time of its failure was a draft for $4,787 75, drawn by one Thompson upon, and accepted by, that firm, which was held by the plaintiff, Robinson. The draft matured in January, 1855, and was protested for non-payment. McRae being in New Orleans, where plaintiff lived, procured the recall of the draft from Mississippi, whither it had been sent for collection, upon a promise that he would procure the plaintiff two bills drawn by Thompson and accepted by the new firm of McRae, Aldridge & Coffman. (Rec., p. 25.) Those bills were not furnished; but the plaintiff finally accepted in settlement two promissory notes of the new firm, one of which was the note now in controversy. (Ibid.) This note was executed by McRae in the firm name of McRae, Aldridge & Coffman. (Rec., p. 5.) The testimony fully showed that the defendant, Aldridge, had no knowledge of this transaction between McRae and the plaintiff, and did not authorize or consent to it. (Rec., p. 31.) The only consideration for this note, as it distinctly appeared, was the debt of the old firm of McRae, Coffman & Co., represented by the acceptance held by the plaintiff. (Rec., pp. 25, 37.)

Aldridge, on receiving an exhibition of the affairs of the firm, which he did for the first time in February, 1856, dissolved the copartnership and put it in liquidation. (Rec., p. 37.)

On the 27th of March, 1856—after the dissolution of the firm of McRae, Aldridge & Coffman, and before the maturity of the present note—McRae & Coffman, as acting partners of the late firm of McRae, Coffman & Co., executed an assignment to two trustees of all the assets of that firm for certain purposes, one of which was "to pay any and all legal liabilities that may exist against Lewis Aldridge, created by the acceptance of bills of exchange, or otherwise, by McRae or Coffman, in the name of McRae, Aldridge & Coffman, to pay, settle, compromise or arrange the indebtedness of McRae, Coffman & Co.," the object of this trust

being, as declared, "to save harmless the said Lewis Aldridge on account of his name, in any way, in settling the indebtedness of McRae, Coffman & Co." (Rec., p. 10.)

In the schedule of acceptances and notes, here referred to, appears the note now in controversy. (Rec., p. 13.) It was proved that a portion of the assigned assets were collected by the trustees, and applied under the provisions of the deed, but that nothing had been paid on account of the present note. (Rec., p. 24.)

On this state of facts the learned judge charged the jury to the following effect:

1. That if the note was given for a debt of the old firm of McRae, Coffman & Co., defendant was not liable, unless, after he was fully informed of the transaction, he assented to the act.

2. That if plaintiff had a valuable valid claim against the old, and gave that up in good faith for the note of the new firm, and upon full information the defendant assented to the same, the verdict should be for the plaintiff.

3. That the deed of assignment from McRae & Coffman, for McRae, Coffman & Co. to trustees, if accepted, was not of itself an assent to or ratification of the note sued on, so as to make the defendant liable on the note; but that the deed was a circumstance to be considered by the jury with the other testimony in the case.

Exception was taken to this charge, as well as to the refusal of the court to charge that the deed of assignment from McRae & Coffman, if proven to have been accepted by the defendant, with a knowledge of all the facts, was, in law, a ratification by him of the note sued on. (Rec., p. 41.)

The jury gave a verdict for the defendant, and the plaintiff then obtained this writ of error.

The theory of the plaintiff that the acceptance of the assignment by the defendant, with knowledge of the circumstances under which the note was given by his partner, was conclusive evidence of a ratification of the unauthorized act of that partner—that it was equivalent, in other words, to an express subsequent confirmation of that transaction—was manifestly erroneous, and was properly rejected by the court below.

Bell *vs.* Cunningham, (3 Peters, 80, 81,) was a much stronger case. There the principal, after full knowledge of all the circumstances of an unauthorized purchase by his agent, acted as the owner of the property without signifying any intention of disavowing the agent's act; and yet this court held (Mr. Chief Justice Marshall delivering the opinion) that the receipt and sale of the property, under those circumstances, were facts properly left for the consideration of the jury, and that the court correctly refused to charge that such receipt and sale of the property were in law a ratification of the act of the agent.

In the present case the acceptance of this deed of assignment, if it occurred under the state of facts supposed, was a strong circumstance, and would have warranted, perhaps, the jury in finding the fact of ratification; but it was still only a circumstance, though perhaps a very persuasive one, and its effect was, therefore, very properly left by the court for the jury to consider and determine. The object and intent of this deed were to secure the defendant in the event of his being held liable upon the notes and acceptances of the new firm given in settlement of the debts of the old one, and its acceptance, if it occurred, was not intended to express an affirmation by the defendant of his legal liability upon those obligations. It was not the consideration of any new promise by Aldridge to pay the unauthorized notes of McRae. Aldridge's liability for these notes was the subject of doubt. The question of his liability came before the Supreme Court of Mississippi, in an action on one of the notes given to Robinson in payment of the debt on Thompson's draft. That note matured April 15, 1856;

and the deed of assignment had been made in the previous March. But on the trial of the case between Robinson & Aldridge, in the State court, the assignment was tno given in evidence at all. Robinson there sought to enforce Aldridge's liability on the note as one given in the course of the parttership business. No ratification under the assignment was there pretended by the plaintiff. The jury in the case in the State court found for the defendant, and the verdict was sustained by the Court of Appeals. (See 34 Mississippi, 352.) It was not until his failure to hold the defendant liable on original grounds that the theory of ratification, through this assignment, was brought into requisition in the present case.

JEREMIAH S. BLACK,
J. HUBLEY ASHTON,
For defendant in error.